

EXHIBIT C

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Counsel for Plaintiff Joel Ruiz

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

JOEL RUIZ, On Behalf of Himself and All Others
Similarly Situated,

Case No. CV07-05739-SC

Plaintiff,

**PLAINTIFF'S OBJECTIONS AND
RESPONSES TO DEFENDANT GAP
INC.'S FIRST SET OF
INTERROGATORIES**

GAP, INC., and DOES 1-9 inclusive.

Defendants

PROPOUNDING PARTY: DEFENDANT GAP, INC.

RESPONDING PARTY: PLAINTIFF JOEL RUIZ

SET NUMBER: ONE

PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT GAP INC'S FIRST SET OF INTERROGATORIES
CASE NO. C 07-5739SC

Pursuant to Federal Rules of Civil Procedure 26 and 33 and the Local Rules of the Court, Plaintiff Joel Ruiz ("Plaintiff") submits these Objections and Responses to Defendant Gap, Inc.'s ("Defendant" or "Gap") First Set of Interrogatories as follows:

PRELIMINARY STATEMENT

A. Right to Supplement or Modify Responses

Plaintiff is providing information in good faith as Plaintiff interprets and understands these Interrogatories. Plaintiff reserves the right to supplement or amend his objections and responses if further responsive information becomes available or if errors are discovered.

B. No Admissions

A response to any of the Interrogatories does not constitute an admission by Plaintiff that he agrees with Defendant's characterizations or definitions contained therein, or that the information sought is relevant to the claim or defense of any party.

GENERAL OBJECTIONS

Plaintiff objects to each and every Interrogatory on the basis of the following General Objections, which are incorporated into Plaintiff's responses to each Interrogatory below as if fully set forth:

A. Expansion of Obligations Under the Federal Rules of Civil Procedure

Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it is inconsistent with, or enlarges upon, obligations imposed upon Plaintiff by the Federal Rules of Civil Procedure.

B. Privileged or Protected Material

Plaintiff objects to each and every Interrogatory on the grounds, and in that, it seeks information: (a) that is protected from discovery pursuant to the attorney-client privilege, attorney work product doctrine, or any other applicable privilege; (b) that was prepared in anticipation of litigation; (c) that is protected by Plaintiff's constitutional right to privacy, or (d) that is otherwise protected from disclosure under the Federal Rules of Civil Procedure, relevant federal procedural rules,

1 or relevant case law.

2 **C. Legal Conclusion**

3 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it
4 requires Plaintiff to draw a legal conclusion.
5

6 **D. Overbreadth**

7 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it is
8 overly broad as it has no time or geographic limitations and/or fails to relate to the allegations
9 contained in Plaintiff's Class Action Complaint ("Complaint").
10

11 **E. Duplication**

12 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it seeks
13 information, documents or other materials that are within the possession, custody, or control of
14 Defendant, and/or their counsel, and/or that are publicly available.
15

16 **F. Relevance**

17 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it seeks
18 information that is not relevant to the claims or defenses of any party to this action, nor reasonably
19 calculated to lead to the discovery of admissible evidence.
20

21 **G. Undue Burden**

22 Because the Interrogatories are overly broad and seek irrelevant information, they place an
23 undue burden on Plaintiff. Thus, Plaintiff objects to each and every Interrogatory on the grounds, and
24 to the extent that, it is unduly burdensome.
25

26 **H. Vagueness and Ambiguity**

27 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent that, it is
28 vague or ambiguous and, as such, would require Plaintiff to speculate as to the meaning of the Request.
29

1 **I. Premature Contentions**

2 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent, that it seeks
 3 "all" facts supporting Plaintiff's allegations in his Complaint. Plaintiff's discovery and investigation is
 4 ongoing and is not yet complete, and numerous facts relating to Plaintiff's allegations are in the
 5 possession of Defendant. Plaintiff expressly reserves the right to supplement all of Defendant's
 6 "contention-style" interrogatories as Plaintiff's investigation and discovery uncovers additional relevant
 7 information.

8 **J. Expert Opinion**

9 Plaintiff objects to each and every Interrogatory on the grounds, and to the extent, that it seeks
 10 an expert opinion and/or will be the subject of expert testimony that will be disclosed pursuant to the
 11 deadlines established by this Court and agreed to by the parties.

12 **RESPONSES TO INTERROGATORIES**

13 **INTERROGATORY NO. 1:**

14 DESCRIBE all facts supporting YOUR allegation that the action taken by GAP as a result of
 15 the INCIDENT is inadequate to protect YOU and the putative Class from the increased risk of identity
 16 theft.

17 **RESPONSE TO INTERROGATORY NO. 1:**

18 Plaintiff objects to this Interrogatory on the grounds that: (i) the phrase "action taken by GAP"
 19 is vague and ambiguous; (ii) it calls for the mental impressions and opinions of Plaintiff's attorneys
 20 and/or experts and, hence, violates the attorney work product protection; (iii) it improperly seeks
 21 discovery from unnamed Class members; (iv) it is premature at this stage in the litigation; and (v)
 22 Plaintiff's discovery, investigation and trial preparation in this matter are ongoing and not yet complete.
 23 Plaintiff further objects to the Interrogatory to the extent it does not accurately reflect Plaintiff's
 24 allegations in the operative complaint. Subject to, and without waiver of the foregoing specific
 25 objections and the General Objections set forth above, which are incorporated herein by this reference,
 26 Plaintiff responds as follows:

27 PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT GAP INC'S FIRST SET OF INTERROGATORIES
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1 Identity thieves use stolen personal information such as social security numbers and birthdates
2 to commit crimes such as credit card fraud, phone or utilities fraud, and bank/finance fraud. Identity
3 thieves can also commit certain types of government fraud, such as obtaining a fraudulent driver's
4 license, obtaining government benefits, or filing fraudulent tax returns using the victim's information.
5 Identity theft crimes cost more than \$56 billion each year.

6 On September 19, 2007, Gap learned that two laptop computers were stolen from the offices of
7 an unidentified third-party vendor that was employed by Gap to manage its job applicant data. The
8 laptops contained the personal information of Plaintiff and members of the proposed Class, which
9 Plaintiff and members of the proposed Class provided to Gap for purposes of employment through
10 Gap's online application process. The personal information Plaintiff and members of the proposed
11 Class provided during Gap's online application process included: names, social security numbers,
12 birthdates, email addresses, home addresses, and telephone numbers, among other things.

13 As a result of the theft on September 19, 2007, Gap sent Plaintiff and Class members letters
14 around September 2007 offering twelve months of credit monitoring and \$25,000 in identity theft
15 insurance. Gap's offer of just one year of credit monitoring is insufficient and inadequate. Identity
16 theft crimes often take place years after the personal information is compromised. Stolen personal
17 information is often held for more than a year before the information is used for identity theft, and
18 fraudulent use of this information may continue for years. One year of credit monitoring does not
19 adequately protect Plaintiff and the proposed Class because Plaintiff and members of the proposed
20 Class will be at risk of identity theft for several years to come and will have to monitor their bank and
21 credit card accounts, their credit reports and other financial information indefinitely. Credit monitoring
22 is an especially important tool for protecting against identity theft since 52% of all identity theft victims
23 discover they have become a victim through some form of credit monitoring.

24 In addition, the \$25,000 identity insurance Gap originally offered to Plaintiff and the proposed
25 class is insufficient and inadequate. First, the identity theft insurance is only effective for one year.
26 Plaintiff and Class members may become victims of identity theft after one year. Second, the median
27 actual dollar loss for victims of identity theft is over \$30,000. Gap's offer of credit monitoring and
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1 identity theft insurance was not available to Plaintiff or Class members after January 31, 2008.
 2 Defendant and/or Experian, however, increased the amount of identity theft insurance from \$25,000 to
 3 \$50,000, after Plaintiff filed his class action complaint.

4 **INTERROGATORY NO. 2:**

5 DESCRIBE all facts supporting YOUR allegation that GAP's offer of a credit monitoring
 6 program as a result of the INCIDENT is inadequate to protect YOU and the putative Class from the
 7 increased risk of identity theft.

8 **RESPONSE TO INTERROGATORY NO. 2:**

9 Plaintiff objects to this Interrogatory on the grounds that: (i) the phrase "credit monitoring
 10 program" is vague and ambiguous; (ii) it calls for the mental impressions and opinions of Plaintiff's
 11 attorneys and/or experts and, hence, violates the attorney work product protection; (iii) it improperly
 12 seeks discovery from unnamed Class members; (iv) it is premature at this stage in the litigation; and (v)
 13 Plaintiff's discovery, investigation and trial preparation in this matter are ongoing and not yet complete.
 14 Plaintiff further objects to the Interrogatory to the extent it does not accurately reflect Plaintiff's
 15 allegations in the operative complaint.

16 Subject to, and without waiver of the foregoing specific objections and the General Objections
 17 set forth above, which are incorporated herein by this reference, Plaintiff responds as follows:

18 See Plaintiff's Response to Interrogatory No. 1. Moreover, even if "GAP's offer of a credit
 19 monitoring program as a result of the INCIDENT" was adequate to protect Plaintiff and the proposed
 20 Class from the increased risk of identity theft, the process used by Gap and third-party Experian were
 21 rife with insurmountable hurdles effectively negating the ability to accept the offer made by Gap.
 22 Specifically, the hurdles of which Plaintiff is aware include the following:

- 23 • The malfunction of Gap's Experian Triple Advantage Program Web site where Class
 24 members were directed by Gap to sign up for the program;
- 25 • Confusing statements from Experian as to whether Class members had signed up with
 26 the Experian Triple Advantage Program and the inability of Class members to receive
 27 login information to access the Experian Triple Advantage Web site;

- 1 • Conflicting representations by Gap and Experian about a deadline extension to sign up
2 for the remedy;
- 3 • The requirement that some Class members obtain a credit report from a different credit
4 reporting agency in order to take part in the Triple Advantage program;
- 5 • A short time period for Class members to take advantage of Gap's Experian Triple
6 Advantage Program offer; and
- 7 • The inability of Gap or Experian representatives to clarify for Class members whether
8 the pre-dispute binding mandatory arbitration clause buried in the "Terms and
9 Conditions" of the Experian Triple Advantage program Web site applied to suits against
10 Experian for the failure of Triple Advantage to function as intended or against Gap for
11 the loss in the first instance.

12 **INTERROGATORY NO. 3:**

13 DESCRIBE all facts supporting YOUR allegation that GAP's offer of identity theft insurance as
14 a result of the INCIDENT is inadequate to protect YOU and the putative Class from the increased risk
15 of identity theft.

16 **RESPONSE TO INTERROGATORY NO. 3:**

17 Plaintiff objects to this Interrogatory on the grounds that: (i) the phrase "identity theft
18 insurance" is vague and ambiguous; (ii) it calls for the mental impressions and opinions of Plaintiff's
19 attorneys and/or experts and, hence, violates the attorney work product protection; (iii) it improperly
20 seeks discovery from unnamed Class members; (iv) it is premature at this stage in the litigation; and (v)
21 Plaintiff's discovery, investigation and trial preparation in this matter are ongoing and not yet complete.
22 Plaintiff further objects to the Interrogatory to the extent it does not accurately reflect Plaintiff's
23 allegations in the operative complaint.

24 Subject to, and without waiver of the foregoing specific objections and the General Objections
25 set forth above, which are incorporated herein by this reference, Plaintiff responds as follows:

26 *See Plaintiff's Response to Interrogatory No.'s 1 and 2.*

1 **INTERROGATORY NO. 4:**

2 DESCRIBE all facts supporting YOUR allegation that YOU and the putative Class are at an
 3 increased risk of identity theft as a result of the INCIDENT.

4 **RESPONSE TO INTERROGATORY NO. 4:**

5 Plaintiff objects to this Interrogatory on the grounds that: (i) it calls for the mental impressions
 6 and opinions of Plaintiff's attorneys and/or experts and, hence, violates the attorney work product
 7 protection; (ii) it improperly seeks discovery from unnamed Class members; (iii) it is premature at this
 8 stage in the litigation; and (iv) Plaintiff's discovery, investigation and trial preparation in this matter are
 9 ongoing and not yet complete. Plaintiff further objects to the Interrogatory to the extent it does not
 10 accurately reflect Plaintiff's allegations in the operative complaint.

11 Subject to, and without waiver of the foregoing specific objections and the General Objections
 12 set forth above, which are incorporated herein by this reference, Plaintiff responds as follows:

13 Gap stated in its September 28, 2007 letter to Plaintiff and the proposed Class that “[i]dentity
 14 theft is a growing concern.” Gap also advised Plaintiff and members of the proposed Class to take
 15 steps to protect themselves against identity theft and “other fraudulent misuse” of their personal
 16 information, and especially to look for “unusual activity or suspicious items” on their credit card
 17 statements. Thus, Gap has conceded that the laptop theft of September 19, 2007 placed Plaintiff and
 18 the proposed Class at an increased risk of becoming victims of identity theft.

20 Plaintiff and the proposed Class provided their names, birthdates, social security numbers, dates
 21 of birth, email addresses, home addresses, telephone numbers, and responses to highly personal
 22 questions during Gap's online application process. This is the information that was contained on the
 23 laptops stolen from Gap's third-party vendor offices. The information was not encrypted. Gap stated
 24 the Plaintiff's application would be considered for only 90 days, yet maintained Plaintiff's personal
 25 information for over a year, well beyond its usefulness. Moreover, Gap did not take appropriate
 26 precautions to ensure that its vendor would encrypt and/or otherwise protect such information.

27 The personal information of Plaintiff and Class members is now in the hands of thieves. Such
 28 information includes, among other things, social security numbers, which are used by government

1 entities and financial institutions as authenticators of identity, and identity thieves can use social
 2 security numbers to open fraudulent bank and credit card accounts; obtain loans and other credit;
 3 fraudulently access existing bank and credit card accounts; obtain false identification cards; obtain
 4 government benefits in the victim's name; commit crimes; or file fraudulent tax returns on the victim's
 5 behalf. In addition, identity thieves can obtain jobs using a victim's social security number; rent
 6 housing; obtain medical services in the victim's name; or provide the victim's personal information to
 7 police during an arrest resulting in an arrest warrant being issued in the victim's name.

8 As a result of Gap's conduct and omissions, Plaintiff and Class members are now at an
 9 increased risk of becoming victims of identity theft. Plaintiff and Class members have had to expend
 10 significant amounts of time and/or money to protect themselves.

11 **INTERROGATORY NO. 5:**

12 DESCRIBE all facts supporting YOUR allegation that YOU and the putative Class suffered an
 13 "actual, imminent, and credible" risk of identity theft as a result of the INCIDENT.

14 **RESPONSE TO INTERROGATORY NO. 5:**

15 Plaintiff objects to this Interrogatory on the grounds that: (i) it calls for the mental impressions
 16 and opinions of Plaintiff's attorneys and/or experts and, hence, violates the attorney work product
 17 protection; (ii) it improperly seeks discovery from unnamed Class members; (iii) it is premature at this
 18 stage in the litigation; and (iv) Plaintiff's discovery, investigation and trial preparation in this matter are
 19 ongoing and not yet complete. Plaintiff further objects to the Interrogatory to the extent it does not
 20 accurately reflect Plaintiff's allegations in the operative complaint. Subject to, and without waiver of
 21 the foregoing specific objections and the General Objections set forth above, which are incorporated
 22 herein by this reference, Plaintiff responds as follows:

24 See Plaintiff's Response to Interrogatory No. 4.

25 **INTERROGATORY NO. 6:**

26 DESCRIBE all facts supporting YOUR belief that YOU and the putative Class will suffer any
 27 actual identity theft as a result of the INCIDENT.

1 **RESPONSE TO INTERROGATORY NO. 6:**

2 Plaintiff objects to this Interrogatory on the grounds that: (i) it does not accurately reflect
 3 Plaintiff's allegations in the operative complaint; (ii) it calls for the mental impressions and opinions of
 4 Plaintiff's attorneys and/or experts and, hence, violates the attorney work product protection; (iii) it
 5 improperly seeks discovery from unnamed Class members; (iv) it is premature at this stage in the
 6 litigation; and (v) Plaintiff's discovery, investigation and trial preparation in this matter are ongoing
 7 and not yet complete. Subject to, and without waiver of the foregoing specific objections and the
 8 General Objections set forth above, which are incorporated herein by this reference, Plaintiff responds
 9 as follows:

10 *See Plaintiff's Response to Interrogatory No.'s 4 and 5.*

11 **INTERROGATORY NO. 7:**

12 DESCRIBE all facts showing that YOU or any member of the putative Class has suffered actual
 13 identity theft as a result of the INCIDENT.

14 **RESPONSE TO INTERROGATORY NO. 7:**

15 Plaintiff objects to this Interrogatory on the grounds that: (i) the phrase "actual identity theft" is
 16 vague and ambiguous; (ii) it improperly seeks discovery from unnamed Class members; (iv) it is
 17 premature at this stage in the litigation; and (v) Plaintiff's discovery, investigation and trial preparation
 18 in this matter are ongoing and not yet complete.

19 **INTERROGATORY NO. 8:**

20 DESCRIBE any alleged harm YOU and the putative Class have suffered as a result of the
 21 INCIDENT.

22 **RESPONSE TO INTERROGATORY NO. 8:**

23 Plaintiff objects to this Interrogatory on the grounds that: (i) it calls for the mental impressions
 24 and opinions of Plaintiff's attorneys and/or experts and, hence, violates the attorney work product
 25 protection; (ii) it improperly seeks discovery from unnamed Class members; (iii) it is premature at this
 26 stage in the litigation; and (iv) because Plaintiff's discovery, investigation and trial preparation in this
 27 matter are ongoing and not yet complete. Plaintiff further objects to the Interrogatory to the extent it
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1 does not accurately reflect Plaintiff's allegations in the operative complaint. Subject to, and without
 2 waiver of the foregoing specific objections and the General Objections set forth above, which are
 3 incorporated herein by this reference, Plaintiff responds as follows:

4 Gap's failure to protect the personal information has placed the proposed Class and Plaintiff at
 5 an increased risk of identity theft. As a result of this increased risk, the proposed Class and Plaintiff
 6 have spent considerable time and/or money to protect themselves from identity theft. The total annual
 7 cost of identity theft to victims every year is about \$5 billion and victims spend 300 million hours of
 8 time resolving various problems. Victims dealing with identity theft involving new account and other
 9 fraud spent an average of 60 hours each resolving their problems.

10 Plaintiff himself has spent a number of hours protecting himself against future fraudulent
 11 activity. Plaintiff spent approximately 13 hours researching articles and Web sites about the Gap data
 12 breach and for information on how to protect against identity theft. In addition, Plaintiff has spent
 13 approximately 25 hours conducting his duties as a representative for the proposed Class in this
 14 litigation. Moreover, he has spent approximately 4 hours attempting to sign up for the Experian Triple
 15 Advantage program offered by Gap. Despite this fact, he was unable to sign up for the program.
 16 Finally, Plaintiff has contacted TransUnion to obtain his credit report to review it for suspicious
 17 activity. *See also* Plaintiff's Response to Interrogatory No. 4.

18 **INTERROGATORY NO. 9:**

19 Identify any costs or other financial expenses YOU incurred as a result of the INCIDENT,
 20 including, but not limited to, all costs to repair any alleged harm to YOUR identity, such as changing
 21 YOUR social security number or credit card accounts.

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 Plaintiff objects to this Interrogatory on the grounds that: (i) the term "identify" is vague and
 24 ambiguous; (ii) it does not accurately reflect Plaintiff's allegations in the operative complaint; (iii) it is
 25 premature at this stage in the litigation; and (iv) Plaintiff's discovery, investigation and trial preparation
 26 in this matter are ongoing and not yet complete. *See* Plaintiff's response to Interrogatory No. 8.

1 **INTERROGATORY NO. 10:**

2 Identify all actions YOU have taken as a result of the INCIDENT to protect yourself from the
 3 alleged risk of identity theft.

4 **RESPONSE TO INTERROGATORY NO. 10:**

5 Plaintiff objects to this Interrogatory on the grounds that: (i) the term "identify" is vague and
 6 ambiguous; (ii) it is premature at this stage in the litigation; and (iii) Plaintiff's discovery, investigation
 7 and trial preparation in this matter are ongoing and not yet complete. Plaintiff further objects to the
 8 Interrogatory to the extent it does not accurately reflect Plaintiff's allegations in the operative
 9 complaint. Subject to, and without waiver of the foregoing specific objections and the General
 10 Objections set forth above, which are incorporated herein by this reference, Plaintiff responds as
 11 follows:

12 See Plaintiff's Response to Interrogatory No. 8.

13 **INTERROGATORY NO. 11:**

14 Identify the names of any individuals YOU have communicated with who YOU believe were
 15 impacted by the INCIDENT.

16 **RESPONSE TO INTERROGATORY NO. 11:**

17 Plaintiff objects to this Interrogatory on the grounds that: (i) the term "identify" is vague and
 18 ambiguous; (ii) it improperly seeks the identity of witnesses interviewed by counsel and, hence,
 19 violates the attorney work product protection; (iii) it calls for the mental impressions and opinions of
 20 Plaintiff's attorneys and/or experts and, hence, violates the attorney work product protection; (iv) it
 21 improperly seeks discovery from unnamed Class members; (v) it is premature at this stage in the
 22 litigation; and (vi) Plaintiff's discovery, investigation and trial preparation in this matter are ongoing
 23 and not yet complete. Plaintiff further objects to the Interrogatory to the extent it does not accurately
 24 reflect Plaintiff's allegations in the operative complaint. Subject to, and without waiver of the
 25 foregoing specific objections and the General Objections set forth above, which are incorporated herein
 26 by this reference, Plaintiff responds as follows:

27 Plaintiff has not communicated with any members of the proposed Class.

1 **INTERROGATORY NO. 12:**

2 DESCRIBE all facts supporting the reasons why YOU did not successfully enroll with the
 3 credit monitoring program offered by GAP, including the dates on which YOU attempted such
 4 enrollment.

5 **RESPONSE TO INTERROGATORY NO. 12:**

6 Plaintiff objects to this Interrogatory on the grounds that: (i) the phrase “credit monitoring
 7 program offered by GAP” is vague and ambiguous; (ii) it seeks information which is within the
 8 exclusive knowledge and possession of Defendant; (iii) it requires Plaintiff to speculate; (iv) it is
 9 premature at this stage in the litigation; and (v) Plaintiff’s discovery, investigation and trial preparation
 10 in this matter are ongoing and not yet complete. Plaintiff further objects to the Interrogatory to the
 11 extent it does not accurately reflect Plaintiff’s allegations in the operative complaint.

12 Subject to, and without waiver of the foregoing specific objections and the General Objections
 13 set forth above, which are incorporated herein by this reference, Plaintiff responds as follows:

14 On December 10, 2007, Plaintiff attempted to sign up for the Experian Triple Advantage
 15 program. Plaintiff completed the form in its entirety and believed he had successfully signed up for the
 16 program. On the same day, Experian emailed Plaintiff and stated that “Equifax did not return any
 17 data.” The letter did not state that Plaintiff was ineligible for the Experian Triple Advantage program
 18 or that his application for the program was denied.

19 On February 14, 2008, Plaintiff attempted to check on the status in the Experian Triple
 20 Advantage program and called the telephone number listed on the Experian Triple Advantage Web site.
 21 Plaintiff spoke with an Experian representative who told him that Plaintiff was not verified as a
 22 member of the Experian Triple Advantage program. The representative told Plaintiff that in order to
 23 sign up for the Triple Advantage Program, Plaintiff would have to call Equifax, get a credit report from
 24 Equifax, and submit this report to Experian. The representative also told Plaintiff that he needed to talk
 25 to his “bank” in order to sign up for the service, although the representative’s reasoning for this was not
 26 clear to Plaintiff. None of these additional requirements were terms disclosed in any of the materials
 27 submitted by Gap or viewed by Plaintiff on December 10, 2007.

INTERROGATORY NO. 13:

State all facts why YOU believe GAP requires an individual to transmit his or her social security number over the Internet without a secure connection or without encryption of the social security number.

RESPONSE TO INTERROGATORY NO. 13:

Plaintiff objects to this Interrogatory on the grounds that: (i) it is vague and ambiguous; (ii) it does not accurately reflect Plaintiff's allegations in the operative complaint; (iii) it calls for the mental impressions and opinions of Plaintiff's attorneys and/or experts and, hence, violates the attorney work product protection; (iv) it seeks information which is within the exclusive knowledge and possession of Defendant; (v) it is premature at this stage in the litigation; (vi) it requires Plaintiff to speculate; and (vii) Plaintiff's discovery, investigation and trial preparation in this matter are ongoing and not yet complete. Subject to, and without waiver of the foregoing specific objections and the General Objections set forth above, which are incorporated herein by this reference, Plaintiff responds as follows:

During the online application with Old Navy, the application prompted Plaintiff to enter his social security number to proceed with the application. Plaintiff could not complete the process and submit his application for employment unless he inputted his social security number. Plaintiff was not prompted to use a password, personal identification number, or other authentication device to proceed with the online application.

INTERROGATORY NO. 14:

State all facts why YOU believe GAP requires an individual to use his or her social security number to access an Internet Web site, without also requiring a password or unique personal identification number or other authentication device to access the Internet Web site.

RESPONSE TO INTERROGATORY NO. 14:

Plaintiff objects to this Interrogatory on the grounds that: (i) it is vague and ambiguous; (ii) it calls for the mental impressions and opinions of Plaintiff's attorneys and/or experts and, hence, violates the attorney work product protection; (iv) it seeks information which is within the exclusive knowledge

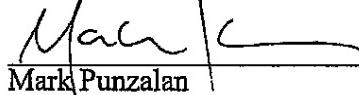
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1 and possession of Defendant; (v) it is premature at this stage in the litigation; (vi) it requires Plaintiff to
2 speculate; and (vii) Plaintiff's discovery, investigation and trial preparation in this matter are ongoing
3 and not yet complete. Plaintiff further objects to the Interrogatory to the extent it does not accurately
4 reflect Plaintiff's allegations in the operative complaint. Subject to, and without waiver of the
5 foregoing specific objections and the General Objections set forth above, which are incorporated herein
6 by this reference, Plaintiff responds as follows:

7 During the online application with Old Navy, the application prompted Plaintiff to enter his
8 social security number to proceed with the application. Plaintiff could not complete the process and
9 submit his application for employment unless he inputted his social security number. Plaintiff was not
10 prompted to use a password, personal identification number, or other authentication device to proceed
11 with the online application.

12
13 Dated: June 9, 2008

14 FINKELSTEIN THOMPSON LLP

15 
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24
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26 Ben Barnow
27 **BARNOW AND ASSOCIATES, P.C.**
One N. LaSalle Street
Suite 4600
Chicago, Illinois 60602

VERIFICATION

I, JOEL RUIZ, am the named plaintiff in the action entitled *Ruiz v. Gap, Inc.*, Case No. C 07-5739 SC. I have read and am familiar with the contents of the foregoing document entitled

PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT GAP INC.'S FIRST SET

OF INTERROGATORIES. The information supplied therein is based on my own personal knowledge and/or has been supplied by my attorneys or other agents and/or compiled from available documents, and is therefore provided as required by law. The information contained in the foregoing document provided by me is true and as to those matters that were provided by my attorneys and/or agents, including all contentions and opinions, I am informed and believe that they are true.

I declare under penalty of perjury of the laws of the State of Texas that the foregoing is true and correct.

Executed on the 9th day of June, 2008 at McAllen, Texas.

Joel Ruiz

CERTIFICATE OF SERVICE

I, Sheeree Renwick, declare:

I am employed in San Francisco County, State of California. I am over the age of 18 years and not a party to the within action. My business address is Finkelstein Thompson LLP, 100 Bush Street, Suite 1450, San Francisco, California 94104.

I hereby certify that on June 9, 2008, I caused the foregoing **PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT GAP INC.'S FIRST SET OF INTERROGATORIES** to be:

emailed and mailed by first class United States mail, postage prepaid, to the following participants:

William L. Stern, wstern@mofo.com
Claudia M. Vetesi, cvetesi@mofo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on June 9, 2008.

Sheere Renwick
Sheeree Renwick